

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Vellata, LLC	10/15/2009
RECEIVING PARTY DATA	
Name:	Q Tech Systems, LLC
Street Address:	310 N. Westlake Blvd.
Internal Address:	Suite 120
City:	Westlake Village
State/Country:	CALIFORNIA
Postal Code:	91362
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	11097640
Patent Number:	7434175
Patent Number:	7103010
Application Number:	10821701
Patent Number:	7441205
Application Number:	11278353
CORRESPONDENCE DATA	
Fax Number:	(805)230-1355
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8052301350
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Correspondent Name:	SoCal IP Law Group LLP
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OP \$240.00 11097640

ATTORNEY DOCKET NUMBER:	Q001P09521,22,23,40,41,42
NAME OF SUBMITTER:	Nicole M. Abeloe
Total Attachments: 4 source=Q001 Signed Patent Asset Purchase Agreement#page1.tif source=Q001 Signed Patent Asset Purchase Agreement#page2.tif source=Q001 Signed Patent Asset Purchase Agreement#page3.tif source=Q001 Signed Patent Asset Purchase Agreement#page4.tif	

PATENT ASSET PURCHASE AGREEMENT

This PATENT ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of October 15, 2009 (the "Effective Date") by and between Vellata, LLC, a Delaware limited liability company ("Vellata") and Q Tech Systems, LLC, a California limited liability company ("Q Tech").

Whereas, Vellata is the owner of certain intellectual property assets.

Whereas, Vellata sought to find a buyer of its patent assets but only received offers which were below its cost of acquisition.

Whereas, Vellata has filed a patent infringement lawsuit based upon two of its patents, and desires to dispose of its remaining patents and pending patent applications.

Whereas, Q Tech is in the business of buying and selling intellectual property.

Now, therefore, in consideration of the mutual promises, covenants, representations, warranties and agreements herein contained, the parties agree as follows:

1. Assignment of Patent Assets

1.1. Vellata does hereby sell, assign, transfer, and convey unto Q Tech all right, title and interest in and to the U.S. patents and patent applications listed in Exhibit A, and all reissues, reexaminations, extensions, continuations, divisions, and registrations thereof (altogether, the "Patent Assets").

1.2. Vellata does hereby sell, assign, transfer, and convey unto Q Tech all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, the Patent Assets, including, without limitation, all causes of action and other enforcement rights for damages, injunctive relief, and any other remedies of any kind, for past, current and future infringement; and all rights to collect royalties or other payments under or on account of the Patent Assets.

2. Payment to Vellata

2.1. Within two months of the Effective Date, Q Tech and Vellata shall each retain a qualified consultant (the "Appraisers") to provide independent (i.e., independent of the parties and each other) written, fair market appraisals of the Patent Assets within five months of the Effective Date. The lower of the two appraisals shall be deemed the "Lower Value" and the higher of the two appraisals shall be deemed the "Higher Value".

2.2. Q Tech shall pay the fees due to whichever Appraiser reported the Lower Value. Vellata shall pay the fees due to whichever Appraiser reported the Higher Value.

2.3. Promptly after the Appraisers have provided their respective reports to Q Tech and Vellata, Q Tech shall enter into a promissory note in the form set forth in Exhibit B, in an amount equal to the mean of the Higher Value and the Lower Value, plus ten percent of the difference between the Higher Value and the Lower Value (the "Promissory Note").

3. Representations and Warranties

3.1. Vellata represents and warrants to Q Tech as follows:

(a) This Agreement is a valid and binding obligation of Vellata, enforceable in accordance with its terms, and Vellata has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated herein.

(b) Vellata has good and marketable title to the Patent Assets and has transferred and conveyed good and marketable title to Q Tech, free and clear of all liens, encumbrances, equities, or claims of any nature.

(c) No authorization, approval or consent of any court, governmental body or other third party is or will be necessary in order to make the execution and delivery of this Agreement or the consummation of the transaction contemplated herein legally enforceable against Vellata.

(d) Neither the execution or delivery of this Agreement, nor the consummation of the transaction contemplated herein will violate any provision of any agreement or instrument to which Vellata is a party.

3.2. Q Tech represents and warrants to Vellata as follows:

(a) This Agreement is a valid and binding obligation of Q Tech, enforceable in accordance with its terms, and Q Tech has the power and authority to execute and deliver this Agreement and the Promissory Note.


(b) No authorization, approval or consent of any court, governmental body or other third party is or will be necessary in order to make the execution and delivery of this Agreement or the consummation of the transaction contemplated herein legally enforceable against Q Tech; and

(c) Neither the execution or delivery of this Agreement, nor the consummation of the transaction contemplated herein will violate any provision of any agreement or instrument to which Q Tech is a party.

4. Tax Consequences. Each party agrees that neither Q Tech nor Vellata has made any warranty or representation regarding the tax consequences of the transaction contemplated by this Agreement. It is the intention of the parties that the transaction contemplated herein would have no tax consequence for either party, and agree to modify the terms of this Agreement as may be necessary to achieve this intent as may be requested by either party.

5. Miscellaneous. This Agreement constitutes the entire agreement and understanding among the parties hereto and is a final expression of their agreement, and no evidence or oral or other written promises shall be binding. No amendment or modification of this Agreement shall be effective unless signed in writing by both parties. Neither party shall assign his or her rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding on the parties hereto and their respective heirs, legal representatives and permitted assigns. Each provision of this Agreement shall be viewed as separate and divisible and in the event that any provision hereof shall be held to be invalid or unenforceable, the remaining provisions shall continue to be in full force and effect. This Agreement is the result of an arms-length bargain between the parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

VELLATA:

By: 
FRY-ALTEC, LLC, A DELAWARE LIMITED
LIABILITY COMPANY, AS MANAGER OF VELLATA

Q TECH:

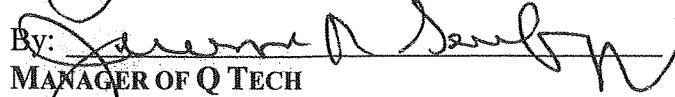
By: 
MANAGER OF Q TECH

Exhibit A
Patent Assets

Patent No and Application No.	Issue Date and Filing Date	Title
(pending) 11/097,640	n/a 4-2-2005	Reverse billing in online search
7,434,175 10/614,394	10-7-2008 7-3-2003	Displaying telephone numbers as active objects
7,103,010 10/691,982	9-5-2006 10-22-2003	Application independent telephone call initiation
(pending) 10/821,701	n/a 4-9-2004	Telephone calling interface
7,441,205 10/840,889	10-21-2008 5-7-2004	Displaying and activating telephone numbers
(pending) 11/278,353	n/a 3-31-2006	Application independent call initiation